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REAL ESTATE MORTGAGE

Made September 15, 1994
By First National Bank of LaGrange, as Trustee under
Trust Agreement dated November 8, 1985 and known
whose address is 620 W. Burlington, LaGrange, IL 60525
the Mortgagee and First America Bank Metro Southwest, N.A.
National Association
One Dearborn Square, Kankakee, IL 60901

No. 2609

RECORDS
#8099 # JUL *04-051543
COOK COUNTY RECORDER

is fully indebted to Mortgagee
in the principal sum of Two Hundred Seventy Five Thousand and 00/100
\$ 275,000.00
Dollars evidenced by a certain promissory
note of even date herewith (the Note) whereby the obligor promises to pay the Note interest, at the rate
provided in the Note and late charges and prepayment premiums if any all of which sums, if not sooner
paid are due and payable on September 15, 1995

FOR VALUE RECEIVED the Mortgagee mortgages and warrants to Mortgagee the real estate located in
the city of Chicago

04051543
(FOR RECORDER'S USE)

County of Cook State of Illinois, described on Exhibit A attached hereto,
together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging
thereto and the rents, income and profits therefrom and all fixtures now or hereafter attached to or used
in connection therewith and all equipment, building materials, machinery, engines, boilers, elevators, and
plumbing, electrical heating, air conditioning, ventilating and mechanical equipment and all of which equipment
and personal property of every kind and description now or hereafter located thereon (all of which equipment and personal property being collectively termed the Equipment) and deemed
to be fixtures and a part of the realty, all the foregoing being collectively referred to herein as the Promises

TO SECURE the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations
of this Mortgage and the Note, and all extensions, modifications and renewals thereof, and for the purpose of further securing the payment of any and all sums, indebtedness and liabilities
of any and every kind now or hereafter owing and to become due from the Mortgagee to the Mortgagee or to the holder or assignee of the Note or this Mortgage or under any other
instrument, obligations, contracts or agreements, or dealings of any and every kind now or hereafter existing or entered into between the Mortgagee and the Mortgagee or otherwise
and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in the Note and in any other agreements by and between the parties
herein, and including all present and future indebtedness incurred or arising by reason of a guaranty to Mortgagee by Mortgagee of present or future indebtedness or obligations of
third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagee to third parties and assigned by said third parties to Mortgagee, and any and all renewals
or extensions of any of the foregoing (hereinafter collectively with the Note called the Indebtedness), and further to secure the prompt and faithful performance and observance by
the Mortgagee of all the terms, undertakings, covenants and conditions by the Mortgagee to be kept, observed or performed under or according to any and all instruments, obligations,
contracts or agreements entered into or to be entered in the future between the Mortgagee and the Mortgagee

Mortgagee hereby covenants, warrants and agrees as follows

- 1 To pay the sum of money mentioned in the Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness at the time and in the manner described therein
2 If required by Mortgagee, to make monthly deposits with Mortgagee, in a non interest bearing account, at the same times as installments of principal and interest are payable
3 So long as any part of the Indebtedness shall be unpaid, To remove from said premises all statutory lien claims, to protect the title and possession of said real estate, and
4 To abstain from the commission of waste on the Premises and to keep the buildings thereon and the Equipment in good repair and promptly comply with all statutes, ordinances
5 To keep said buildings, and any which may hereafter be erected upon the Premises and the Equipment insured against loss or damage by fire and such other hazards or risks
6 In case Mortgagee shall neglect or refuse to keep the Premises in good repair and condition, to pay promptly when due all taxes and assessments as aforesaid, or to remove

Handwritten signature

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7. The Mortgagor's failure to pay any insurance premium upon policies covering any of the Premises or failure to pay any taxes or assessments which are assessed against the Premises or any installments thereof before any interest or penalty for nonpayment attaches thereto shall constitute waste and the Mortgagor agrees to and hereby does consent to the appointment of a receiver with such powers as the court making such appointment shall confer.

Payment by the Mortgagee for and on behalf of the Mortgagor of any such delinquent tax, assessment or insurance premium properly payable by Mortgagor under the terms of this mortgage shall not cure the default herein described nor shall it in any manner impair the Mortgagee's right to the appointment of a receiver or acquit the rent.

8. As additional security for payment of the Indebtedness, interest thereon, insurance premiums, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, the Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Premises, and in the event of a default in the terms, conditions, covenants or promises contained in this mortgage or in the Note, Mortgagee may receive and retain such rents, issues and profits so long as such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, provided, however, that Mortgagee as a result of the receipt and collection of such rents, issues and profits shall not be deemed an owner or operator of the Premises as may be defined in any state or federal environmental law or regulation. As of the date of this mortgage, as additional security, Mortgagor hereby assigns to Mortgagee all written or oral leases, whether now in existence or which may hereafter come into existence during the term of this mortgage or any extension hereof, and the rents thereunder covering the Premises. The collection of rents by Mortgagee shall in no way waive the right of the Mortgagee to foreclose the mortgage in the event of said default or defaults. The assignment of rents shall run with the land and be good and valid as against the Mortgagor herein or those claiming by, under or through the Mortgagor from the date of the recording of this instrument to the event of a sale on foreclosure which shall result in a deficiency. This assignment shall stand as security during the redemption period for the payment of such deficiency.

The Mortgagor will not assign the whole or any part of the rents, income or profits arising from the Premises without written consent of the Mortgagee.

In the event of default in any of the terms, conditions or covenants of this mortgage, the Mortgagee shall upon demand therefor made by the Mortgagee, deliver and surrender possession of the Premises to the Mortgagor, who shall thereafter collect the rents and income therefrom, rent or lease the premises, or portion thereof upon such terms and for such time as it may deem best, terminate any tenancy and maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser.

In the event that the Mortgagor fails, refuses or neglects to deliver or surrender such possession, the Mortgagee shall be entitled to the appointment of a receiver of the Premises and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment may confer.

9. Notwithstanding any taking by eminent domain or injury to or decrease in value of the Premises by any public or quasi-public authority, the Mortgagee shall continue to pay interest on the entire principal sum secured by this Mortgage until any such award or payment shall have been actually received by the Mortgagee and the entire benefit thereof shall be deemed to take effect until such receipt. Any such award or payment may, at the option of the Mortgagee, be retained and applied by the Mortgagee toward payment of the Indebtedness. If prior to any receipt by the Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this mortgage, the Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagee is hereby appointed attorney in fact for the foregoing purpose and it shall be its duty to defend and to prosecute to recover, except for discharge and satisfy any such award or judgment, whether joint or several or both, of the Mortgagor, which shall be binding on the Mortgagor and shall be legally effective and binding as if made directly by the Mortgagor, provided, however, that nothing herein contained shall deprive the Mortgagor of the right to contest either the necessity of any such condemnation or the value placed on the Premises thereon.

10. The entire Indebtedness, together with interest thereon, shall become due and payable, and this mortgage subject to foreclosure at the option of the Mortgagee without notice except as may be otherwise provided herein:

(a) after default in the payment when due (whether by acceleration or otherwise) of any installment of principal or interest on the Note; or

(b) upon default in the observance or performance of any covenant or agreement of the Mortgagor in this mortgage or in the Note, or upon default in the observance or performance of any other obligation under any other mortgage, note, security agreement, loan agreement, lease, pledge agreement, assignment, or other agreement, instrument or document heretofore or hereafter executed by the Mortgagor and delivered to the Mortgagee; or

(c) upon the election by the Mortgagee to accelerate the maturity of said principal sum pursuant to the provisions of the Note; this mortgage is made in full payment of the debt;

(d) if Mortgagor (or if Mortgagor is more than one person, any of such persons) or any guarantor of the Indebtedness shall be, become, or be adjudged insolvent or make an assignment for the benefit of its creditors; or

(e) if any guaranty that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or, in effect, for any reason, without the prior written consent of the Mortgagee; or

(f) if a voluntary or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor (or if Mortgagor is more than one person, any of such persons) or any guarantor of any of the Indebtedness, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand.

(g) Upon default in the observance or performance of any of the provisions of Section 23 of this Mortgage, or if any warranty, representation or statement made or to be made by the Mortgagor by or on behalf of the Mortgagor in connection with the environmental condition of the Premises or to induce the Mortgagee to make a loan to the Mortgagor proves to have been false in any material respect, or if an environmental condition occurs subsequent to the date of this mortgage.

Further, upon occurrence of any default described above, any agreement between the Mortgagor and the Mortgagee concerning release of any portion of the Premises in the consideration to be paid or payable for such release shall be null, void and of no further effect.

11. The Mortgagee and any persons authorized by the Mortgagee shall have the right from time to time to approach or to cause the Mortgagor to appraise the Premises and to enter and inspect the Premises at all reasonable times.

12. That the Mortgagee shall have the right from time to time to sue for any sums, whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this mortgage, as the same may become due, without regard to whether or not the principal sum secured or any other sums secured by this mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure or any other action for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

13. Mortgagee shall have all rights and remedies provided for in this mortgage and otherwise permitted by law. In addition, upon occurrence of a default by Mortgagor under the terms of this mortgage or the Note, Mortgagee shall have the right, and is hereby authorized:

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases and contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any portion thereof, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided that Mortgagee shall have no obligation to exercise any demand or remedy, as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of the Mortgagor's obligations under any such lease, and contract, or other agreement.

(b) To obtain or update abstracts of title, title searches and title insurance with respect to the Premises and all sums expended therefor shall be a part of the Indebtedness and shall bear interest at the highest rate set forth in the Note.

(c) To foreclose this mortgage by action pursuant to applicable law, and

(d) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance transferring any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagee or its assignee, in accordance with Rev. Stat. C. 110, par. 15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution thereof.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude either or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In the mortgage, liability, interest, such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to Paragraph 10 hereof, or otherwise.

14. That in case of any sale under this mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety, or in such parcels or portions thereof, manner or order as the Mortgagee in its sole discretion may elect.

15. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (1) any right to marshal the Premises and any right to require a minimum bid or upset price, and (2) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (3) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.

16. If the ownership of the Premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, and shall, upon notice, accelerate the interest with reference to this mortgage, and the debt hereby secured, in the same manner as with the Mortgagor, without any further obligation to the Mortgagor. The Mortgagee's liability hereunder upon the debt hereby secured, The Mortgagor shall at all times continue primarily liable on the Indebtedness under this mortgage, and if the Mortgagor is formally released by an instrument in writing duly executed by the Mortgagee.

17. Mortgagee's priority and severally, as stated, and expressly consent that Mortgagee hereby reserves and shall have the option to, in all or some secured by this mortgage to be immediately due and payable, in the event the Mortgagor without Mortgagee's prior written consent, grants any other mortgage, lien or encumbrance upon the Premises or sells, transfers, assigns, or conveys any interest in the mortgaged Premises, exclusive of and excepting any sale, transfer or conveyance, by and to any initial Mortgagor, or (b) by testamentary device, inheritance or by operation of law upon the death of a joint tenant or a tenant by the entirety. Mortgagee's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of the Mortgagors or to any one or more of the parties to whom such mortgage, lien or

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encumbrance was granted or such debt was not paid in full, assignment of cause, or any time within thirty (30) days after Mortgagee has received actual notice of the mortgage lien or encumbrance on the date of the transfer, assignment or completion, and to consent by the Mortgagee shall extend or bar an exercise of such optional right to accelerate by the Mortgagee upon any subsequent mortgage lien or encumbrance of the sale or sales, assignment of assignments, transfer or transfers or conveyance or conveyances.

18 In the event of a payment to Mortgagee pursuant to the provisions hereof of any rents or profits, or any proceeds of insurance or of proceeds of any condemnation or eminent domain award, or proceeds from any sale of the Premises, or foreclosure, Mortgagee shall have the right to apply such rents or profits or proceeds, in such amounts and in proportions as Mortgagee shall in its sole discretion determine to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagor's secured hereby including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.

19 Mortgagor warrants that it owns all Equipment used in the maintenance and operation of any building on the Premises free and clear of any and all liens, security interest or both except for the security interest and lien granted by this Mortgage. Mortgagor further warrants that, as to all Equipment brought on the Premises to be used in the operation and maintenance of any building on the Premises, it will own all such Equipment at the time such Equipment is brought on the Premises and thereafter free and clear of any and all liens or security interests, or both, except for the lien and security interest granted by this Mortgage. Mortgagor further warrants that it has the right to convey a security interest in such property to the Mortgagee.

20 Mortgagee agrees as follows: (a) That upon default hereunder and acceleration of the indebtedness pursuant to the provisions hereof, the Mortgagee may, at its discretion, require the Mortgagor to assemble the movable Equipment, or any part thereof, and make it available to the Mortgagee at a place reasonably convenient to both parties to be designated by the Mortgagee. (b) That the Mortgagee shall give the Mortgagor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Equipment or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to the Mortgagor at least ten (10) days before the time of the sale or other disposition, which provisions for notice to the Mortgagor and Mortgagee agree are reasonable, provided, however, that nothing herein shall preclude the Mortgagee from proceeding as to both real and personal property, in accordance with Mortgagee's rights and remedies in respect of real property as provided in Article 9 of the Illinois Uniform Commercial Code (the "Code") and particularly in Rev. Stat. Ch. 26, § 9-501, (c) that in the event of default under this mortgage, the Mortgagee shall have the rights and remedies provided in Article 9 of the Illinois Uniform Commercial Code and, in addition, those provided in the mortgage; (d) that any proceeds, of any disposition of any of the Equipment, may be applied by the Mortgagee to the payment of expenses incurred in connection with disposition of any of the Equipment including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by the Mortgagee towards the payment of the obligation secured by the mortgage.

21 Mortgagee shall create, execute, acknowledge and deliver from time to time such further instruments as may be requested by Mortgagee to confirm and perfect the lien of this Mortgage on the Equipment and other assets under the provisions of the Code or otherwise, and this Mortgage shall be considered to be and shall be construed as a security agreement in which Mortgagor grants Mortgagee a security interest in the fixtures and Equipment as previously described herein.

22 Mortgagor will not create or permit to exist any lien, encumbrance or security interest in the Premises to, or in favor of, any one other than the Mortgagee.

23 (a) All covenants, warranties and representations from the Mortgagor to the Mortgagee in any Environmental Certificate executed by the Mortgagor and relating to the Premises, are incorporated herein by reference in their entirety. The breach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of default under the terms of this Mortgage.

(b) Mortgagor covenants that the Premises is not contaminated by Hazardous Materials (as defined herein) and further covenants, so long as the indebtedness remains outstanding, (i) that it shall not, cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor, any tenant, subtenant or occupant, the discharge, dispersal, release or disposal of Hazardous Materials onto the Premises, and (ii) that it shall not allow any conditions to exist that would subject it to damages, penalties, injunctive relief or clean up costs under any applicable federal, state or local statutes, laws or regulations, or at common law.

(c) Mortgagor shall comply with and ensure compliance by all tenants, subtenants and occupants with all applicable federal, state and local laws, ordinances, rules and regulations with respect to environmental matters, and shall keep the Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations.

(d) In the event that Mortgagor receives any information, notice or advice from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or observed or with regard to Hazardous Materials, Mortgagor shall immediately notify the Mortgagee, and in no event later than 24 hours after such receipt. The phrase "environmental condition" includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface strata and the ambient air.

(e) If Mortgagor breaches any covenant, warranty or representation contained herein or if Mortgagor permits any condition or substance on the Premises which impairs the environmental condition of the Premises, the Mortgagor, at his own expense, shall conduct all investigations, removal, remedial and all other actions necessary to evaluate and correct any condition or substance causing degradation of the environmental condition of the Premises, in accordance with governmental or judicial direction and all applicable federal, state and local laws, ordinances, rules, regulations and policies, and to the satisfaction of the Mortgagee. Mortgagor shall provide Mortgagee with copies and verification of all reports concerning such investigations and other actions so taken.

(f) If an environmental assessment has been conducted at Mortgagee's request, such assessment shall not be deemed a waiver or relinquishment of Mortgagee's right to rely on the covenants, representations, warranties or agreements made herein and in the Loan Documents or to receive the protection and indemnity contained herein. If at any time during the term of the indebtedness, the Mortgagee reasonably believes that any federal, state and local law, ordinance, rule or regulation, with respect to Hazardous Materials or the environmental condition of the Premises, has been or is being violated, the Mortgagee shall have the right to require Mortgagor, at Mortgagee's expense, to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagee that no such violation has occurred. Until receipt of such evidence, the Mortgagee shall not be required to make any advances or loans to the Mortgagor. Mortgagee's exercise of its rights under this subparagraph (f) shall in no way limit its other rights and remedies outlined herein and in the Loan Documents.

(g) The Mortgagee shall provide the Mortgagee with reasonable access to the Premises, the Mortgagor's business records and Mortgagor's agents and employees for the purpose of confirming compliance with the provisions of this mortgage, conducting or causing to be conducted environmental assessment or assessments and protecting the Mortgagee's security interest. The Mortgagor shall be under no duty to exercise such access, the nonexercise of which shall in no way prejudice the rights of the Mortgagee under this mortgage or otherwise.

(h) Mortgagor has a continuing duty to notify the Mortgagee of any change of conditions affecting the continuing accuracy and truthfulness of any covenant, representation, or warranty of the Mortgagor contained in this Mortgage or in any Environmental Certificate delivered by Mortgagor to Mortgagee.

(i) The Mortgagor agrees to indemnify, defend and hold harmless, the Mortgagee against any and all claims, losses, costs, damages, liabilities and expenses (including all reasonable attorney's fees), asserted against or incurred by the Mortgagee and directly or indirectly arising out of or attributable to the Mortgagor's breach of any covenant, warranty or representation herein, Mortgagor's use of Hazardous Materials, violation of federal, state or local laws, ordinances, rules or regulations by the Mortgagor, or degradation of the environment in connection with the Premises, whether by the Mortgagor or by others, and whether occurring before or after the execution of this Mortgage.

(j) All obligations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagor.

(k) For purposes of this Mortgage, Hazardous Materials shall include without limitation any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, hazardous materials, hazardous waste, regulated substances, hazardous or toxic substances, asbestos-containing materials, polychlorinated biphenyls, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act as amended (7 U.S.C. 136 et seq.) or, as applicable, the Michigan Environmental Response Act, as amended (M.C.L. 299.601 et seq.), the Illinois Environmental Protection Act, as amended, (8 Rev. Stat. 1983 Ch. 111 1/2, § 1001 et seq.), or the Indiana Hazardous Waste Act, as amended (IC 13-7 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

24 All notices to Mortgagor and to Mortgagee shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagee appearing on the first page hereof, or if and when delivered personally.

25 That if the Mortgagor consists of more than one person, such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein. If the Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.

26 The terms, conditions and covenants contained herein shall bind, and the benefits and advantages thereof inure to, the respective heirs, executors, administrators, assigns, personal representatives, and successors of the parties hereto.

27 (a) Mortgagee may at any time release all or any part of the Premises from the lien of this Mortgage or release the personal liability without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, the other interest in, the Premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest of the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagee to the placing of a mortgage, lien or other encumbrance on the Premises.

(b) Mortgagee (i) waives notice of any advances or other extensions of credit included in the indebtedness, (ii) waives any right to require Mortgagee to sue upon or otherwise enforce payment of the indebtedness or to enforce any security thereby before exercising its rights and remedies under this mortgage, and (iii) agrees that the validity and enforceability of this mortgage shall not be impaired or affected by any failure of Mortgagee to obtain or perfect or secure priority of any other security, at any time given or agreed to be given, by any person of the indebtedness.

(c) Mortgagee is authorized from time to time and without notice to or consent by Mortgagor, and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the indebtedness as to which Mortgagor is not the obligor or with regard to any security for the indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this mortgage.

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- 28 Mortgagee at the request of the Mortgagor shall cause the Premises to be appraised or re appraised to determine its value. The Mortgagor shall pay all costs and fees of such appraisals or re appraisals.
- 29 If the Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured on the any the expiration of the term, or to file to the Premises, or for any appraisal or re appraisal of the Premises, all such sums, charges or costs and demand be paid by the Mortgagor, together with interest thereon at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage, and enforceable by the Mortgagee.
- 30 The rights of the Mortgagee arising under the clauses and covenants contained in this mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion or the others, that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary, notwithstanding.
- 31 This mortgage can not be changed except by agreement in writing signed by the party against whom enforcement of the change is sought.
- 32 If any provision of this mortgage shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the enforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.
- 33 Nothing contained in the Mortgage or any exhibit attached hereto or any agreement given pursuant hereto shall be deemed to constitute an admission or acknowledgment of the liability of the Mortgagor and Mortgagee, or between Mortgagee and Mortgagee, or between Mortgagee and any other person, or of the Mortgagee or not responsible in any way for the debts or obligations of the Mortgagor or any other person, including any Agreement or instrument to secure the Mortgage, or liability for the Mortgagor or any other person, or an owner or operator of the Premises.
- 34 Any appraisal of the Mortgagor's property or evaluation of the potential profitability of the enterprise to be engaged in by the Mortgagor, or any credit advance or extension of credit from the Mortgagee to the Mortgagor, are for the sole benefit of the Mortgagor and do not constitute a representation of the creditworthiness of the Mortgagor by the Mortgagee to the Mortgagor.
- 35 The mortgage shall be governed by Illinois law.
- 36 The purposes and relative words hereon used shall be read and written in the singular, plural, feminine or gender forms as or so appropriately related to the party or parties designated.
- 37 Additional Provisions. (If this section is left blank, there are no additional provisions.)

First National Bank of LaGrange, as Trustee
under Trust Agreement dated November 8, 1935
and known as Trust No. 2609
MORTGAGEE

In WITNESS WHEREOF, Mortgagee has executed this Mortgage
the day and year first above written.

By: *[Signature]*
Attest: *[Signature]*, Trust Adm.

STATE OF ILLINOIS)
COUNTY OF COOK)

On the 15th day of SEPTEMBER in the year 1984 before me personally appeared RUTH DEDER, vice-president T KAREN KULO, TRUST ADMINISTRATOR

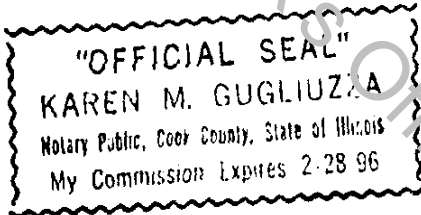
- Individual to me known to be the person(s) described in and who executed the foregoing instrument and (separately) acknowledged to me that he/she/they executed the same.
- Partnership to me known to be a partner in the partnership described in and he/she/they which executed the foregoing instrument and acknowledged to me that such partnership executed the same.
- Corporation to me known to be an officer in the corporation described in and he/she/they which executed the foregoing instrument and acknowledged to me that such corporation executed the same.

COOK COUNTY RECORDER

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[Signature]
Notary Public
Cook County Illinois

My Commission Expires 2-28-96



THIS DOCUMENT DRAFTED BY
Edward J. Farrell
c/o First of America Bank Metro Southwest, N.A.
One N. LaGrange Road
LaGrange, IL 60525
Commercial Loan Department

WHEN RECORDED RETURN TO
First of America Bank Metro Southwest, N.A.
One N. LaGrange Road
LaGrange, IL 60525
Commercial Loan Department

This document is made by the First National Bank of LaGrange as Trustee and I, Karen M. Gugliuzza, understand that the First National Bank of LaGrange orders into the public records, but only as Trustee and not as guarantor, and as assumed by me, but I do not intend to be bound by the First National Bank of LaGrange or on account of the same, or to be liable for or of anything therein contained, or to be bound by any bond or expense which may be incurred by the First National Bank of LaGrange to be paid by me, or to be bound or in consequence of any of the covenants of this document, either expressed or implied.

KMR

04051544

UNOFFICIAL COPY

EXHIBIT A
TO
REAL ESTATE MORTGAGE

Description of Real Estate

Tax Certification Number: 19-18-303-027 and 19-18-303-022

ALL OF LOT 6 AND THAT PART OF LOT 5, IN SCHLESS INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF LOT 5 A DISTANCE OF 140 FEET TO THE SOUTHWEST CORNER OF LOT 5; THENCE EAST ALONG THE SOUTH LINE OF LOT 5 A DISTANCE OF 88.51 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5 A DISTANCE OF 100 FEET TO A POINT; THENCE NORTHWESTERLY A DISTANCE OF 36.18 FEET TO A POINT; THENCE WESTERLY ON A CURVE HAVING A RADIUS OF 45 FEET CONVEX TO THE SOUTH WHOSE TANGENT AT THIS POINT IS PERPENDICULAR TO THE LAST DESCRIBED LINE AN ARC DISTANCE OF 76.07 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

04051542